IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.3223 OF 2006

Voltas Limited ..Petitioner.

Vs.

Voltas Employees' Union & anr. ..Respondents.

...

Mr. C.U. Singh, Senior Advocate with Ms. Sushma Joshi i/b M/s. Haresh Mehta & Co. for the Petitioner.
Mr. R.D. Bhatt with Mr. V.M. Parkar for the Respondents.

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CORAM: DR. D.Y. CHANDRACHUD, J.

29th June, 2006.

P.C. :

1. Rule. By consent of the learned counsel and at their request heard forthwith.

2. The dispute before the Industrial Court turns on an interpretation of Clause 3 of the Memorandum of Settlement dated 24th November, 1983 which is to the following effect :

> "3. Federation Facilitation
>
> All Office-bearers of the Federation, 8 representatives from the recognised Unions at Bombay, 3 representatives each from the recognised Unions at Branches, 2 representatives each from the recognised Unions at Area Offices and one representative each from

> the recognised Unions at Upcountry offices will be granted special leave upto six working days (excluding Saturdays and Sundays) in a year to attend the annual Delegates Meeting of the Federation.
>
> Regarding other facilities, the parties, will arrive at separately a mutually acceptable understanding."

3. Admittedly, there are subsequent settlements under which the benefits granted by the earlier settlement in so far as they are not modified are continued. However, the submission of counsel appearing for the management is that Clause 3 is not a benefit in regard to the service conditions and will therefore not continue to subsist. In the complaint before the Industrial Court, the substantive prayers for relief, apart from the declaration that the employer had committed unfair labour practice, were to the following effect :

> "(c) Direct the Respondents to implement clause 3 of the Settlement dated 24.11.1983 in respect of allowing delegates to attend Annual Delegates Conference of All India Employees Federation every year hereafter.
>
> (d) Direct the Respondents to mark Sarvashri S. N. Gite, D.K. Bambe, G.M. Naik and Mr. Fernandes on sanctioned paid leave for the period from 28th February, 2005 to 5th March, 2005.
>
> (e) Direct the Respondents to pay full wages to Sarvashri S.N. Gite, G.M. Naik, D.K. Bambe and Mr. Fernandes for the period from 28th February, 2005 to 5th March, 2005.

> (f) Restrain the Respondents from refusing permission to delegates for attending Annual Delegates Conference of All India Voltas Employees Federation that would be held in the year 2006
>
> OR
>
> To all the delegates to attend the Annual Delegates Conference of All India Voltas Employees Federation to be held in the year 2006."

The interim prayers before the Industrial Court were to the following effect :

> "a) Direct the Respondents to mark sarvashri S.N. Gite, D.K. Bambe, G.M. Naik and Mr. Fernandes on sanctioned paid leave for the period from 28th February to 5th March 2005.
>
> b) Direct the Respondents to pay full wages to sarvashri S.N. Gite, G.M. Naik, D.K. Bambe and Mr. Fernandes for the period from 28th February 2005 to 5th March 2005."

4. The Industrial Court has virtually granted all the final reliefs more particularly the reliefs which were prayed for in Clauses (d) and (e) of the main complaint. That is the substance of the interim order.

5. At this stage there is merit in the submission urged on behalf of the Petitioner that the Industrial Court at the interlocutory stage ought to have passed an equitable order without granting

relief which is in the nature of final relief claimed in the complaint. On behalf of the Petitioner, a statement has been made that pending the hearing and final disposal of the complaint, the Petitioner shall not pursue disciplinary action against the complainant employees who had proceeded on leave without sanction for attending the meeting of the federation at Calcutta in February / March 2005. Statement accepted. The Petitioner shall deposit before the Industrial Court the wages which have been deducted for the relevant period and the money upon deposit shall be subject to such final orders as will be passed in the complaint. The interim order passed by the Industrial Court is substituted by the present directions. Nothing contained in the impugned order of the Industrial Court shall come in the way of the Industrial Court at the final disposal of the complaint. The Industrial Court shall endeavour an expeditious disposal of the complaint subject to the exigencies of its own work, on or before 31st December, 2006. The Petition to stand disposed of.